

1 JONATHAN R. BASS (State Bar No. 75779)  
LAUREN S. KOWAL (State Bar No. 224976)  
2 CHARMAINE G. YU (State Bar No. 220579)  
COBLENTZ PATCH DUFFY & BASS LLP  
3 One Montgomery Street, Suite 3000  
San Francisco, California 94104-5500  
4 Telephone: 415.391.4800  
Facsimile: 415.989.1663  
5 Email: ef-jrb@cpdb.com  
ef-lsk@cpdb.com  
6 ef-cgy@cpdb.com

7 Attorneys for Plaintiffs  
Forty Niners Stadium Management Company  
8 LLC, and Forty Niners SC Stadium Company,  
LLC  
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SANTA CLARA**

12 Forty Niners Stadium Management Company  
LLC, a Delaware limited liability company,  
13 and Forty Niners SC Stadium Company LLC,  
a Delaware limited liability company,  
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15 Plaintiffs,

16 v.

17 Santa Clara Stadium Authority, a joint  
exercise of powers entity; Lisa M. Gillmor, in  
her official capacity as Chairperson of the  
18 Board of the Santa Clara Stadium Authority;  
and Does 1 through 20,  
19

20 Defendants.

Case No.

**COMPLAINT FOR DECLARATORY  
RELIEF**

Trial Date: None Set

1 Plaintiffs Forty Niners Stadium Management Company LLC, a Delaware limited liability  
2 company, and Forty Niners SC Stadium Company, LLC, a Delaware limited liability company,  
3 allege as follows:

4 **PARTIES**

5 1. Plaintiff Forty Niners Stadium Management Company LLC ("Management  
6 Company") is a Delaware limited liability company, with its principal place of business in the City  
7 of Santa Clara, County of Santa Clara, State of California.

8 2. Plaintiff Forty Niners SC Stadium Company, LLC ("StadCo") is a Delaware  
9 limited liability company, with its principal place of business in the City of Santa Clara, County of  
10 Santa Clara, State of California.

11 3. Defendant Santa Clara Stadium Authority ("Stadium Authority") is a joint exercise  
12 of powers entity, created through Government Code section 6500 *et seq.*, with its principal place  
13 of business in the City of Santa Clara, County of Santa Clara, State of California.

14 4. Defendant Lisa M. Gillmor is sued herein in her official capacity as Chairperson of  
15 the Stadium Authority Board.

16 5. Plaintiffs are unaware of the true identities of the defendants sued herein as Does 1  
17 through 20, and will amend this Complaint to state their true names when they have been  
18 ascertained.

19 **FACTS COMMON TO ALL CAUSES OF ACTION**

20 6. The San Francisco Forty Niners (the "Team") is a professional football team, and a  
21 franchise of the National Football League. Prior to 2014, the Team played its home games in  
22 Candlestick Park in the City and County of San Francisco.

23 7. Beginning in 2008, the Team began to consider its options with respect to a new  
24 stadium, because Candlestick Park was functionally obsolete, was no longer suitable as a venue  
25 for an NFL team, and could not feasibly be renovated or upgraded. The Team considered possible  
26 sites in San Francisco and the City of Santa Clara.

27 8. The City of Santa Clara, through its governing body, the City Council, expressed  
28 interest in the development of a new stadium in that City (the "Stadium"), which the Team would

1 use for its home games, and which would also be available for use for non-football events.

2 9. The Stadium Authority and StadCo entered into a Stadium Lease Agreement, dated  
3 as of March 28, 2012 ("Stadium Lease").

4 10. The Stadium Authority, StadCo and Management Company entered into a Stadium  
5 Management Agreement, dated as of March 28, 2012, a copy of which, as thereafter amended, is  
6 attached as Exhibit A.

7 11. In 2014, the Team played its first home game at the new Stadium, and has played  
8 its home games at the Stadium at all times since then.

9 12. The Stadium Authority has acted in a manner contrary to its obligations under the  
10 Management Agreement, and with the intent of depriving Plaintiffs of the rights and benefits to  
11 which they are entitled under that agreement. For example:

12 a. Defendants have falsely accused Management Company of having failed to  
13 perform its obligations under the Stadium Management Agreement, despite the absence of any  
14 good faith basis for such charges;

15 b. When asked to specify the nature of any failure of performance on the part  
16 of Management Company, Defendants failed and refused to do so; and

17 c. Defendants have threatened to terminate the Stadium Management  
18 Agreement, and to replace Management Company with a new stadium management company,  
19 despite the absence of any basis under the Stadium Management Agreement to take such action.

20 13. On November 23, 2016, the Stadium Authority sent Management Company a letter  
21 purporting to list "potential breaches" of the Stadium Management Agreement. A copy of said  
22 letter is attached as Exhibit B.

23 14. On December 6, 2016, Management Company sent the Stadium Authority the letter  
24 attached as Exhibit C.

25 15. On December 20, 2016, the Stadium Authority sent Management Company the  
26 letter attached as Exhibit D.

27 16. On December 22, 2016, Management Company sent the Stadium Authority the  
28 email attached as Exhibit E.

1 17. On January 6, 2017, Management Company sent the Stadium Authority the letter  
2 attached as Exhibit F.

3 18. While offering, in formal correspondence, to have its staff meet with Management  
4 Company to discuss and resolve issues concerning the transmission of information and documents,  
5 the Stadium Authority refused to engage in good faith discussions with Management Company for  
6 the purpose of resolving whatever differences between the parties may exist. Plaintiffs are  
7 informed and believe, and thereon allege, that the Stadium Authority has conducted itself in this  
8 manner with the aim of eliminating the chance of a businesslike resolution of whatever real or  
9 imagined concerns it may have about the operation and management of the Stadium.

10 19. Plaintiffs are informed and believe, and thereon allege, that the Stadium Authority  
11 has embarked on a scheme to concoct and fabricate false accusations of breach or nonperformance  
12 by Management Company in order to create a pretext for terminating the Stadium Management  
13 Agreement. In fact, no grounds exist under the terms of the Stadium Management Agreement that  
14 would allow the Stadium Authority to terminate it.

15 20. On December 6, 2016, StadCo served the Stadium Authority with a written request,  
16 pursuant to Section 14.1.1 of the Stadium Management Agreement, for a certificate stating the  
17 matters set forth in Section 14.1.1. A copy of said request is attached as Exhibit G.

18 21. On December 6, 2016, Management Company served the Stadium Authority with a  
19 written request, pursuant to Section 14.3.1 of the Stadium Management Agreement, for a  
20 certificate stating the matters set forth in Section 14.3.1. A copy of said request is attached as  
21 Exhibit H.

22 22. The Stadium Authority has failed and refused to provide Plaintiffs with the  
23 certificates required by Sections 14.1.1 and 14.3.1 of the Stadium Management Agreement.

24 **FIRST CAUSE OF ACTION**

25 **(Declaratory Relief)**

26 23. Plaintiffs reallege the facts set forth in Paragraphs 1 through 22, above.

27 24. An actual controversy exists between Plaintiffs and Defendants, in that Plaintiffs  
28 contend that Management Company has performed its obligations under the Stadium Management

1 Agreement, and that there exist no grounds for a declaration of an event of default or a termination  
2 of that agreement, whereas Defendants contend the contrary.

3 25. Plaintiffs are entitled to a judicial declaration of the parties' rights and obligations  
4 under the Stadium Management Agreement.

5 **SECOND CAUSE OF ACTION**

6 **(Declaratory Relief)**

7 26. Plaintiffs reallege the facts set forth in Paragraphs 1 through 22, above.

8 27. Management Company has performed all of the obligations on its part to be  
9 performed under the Stadium Management Agreement, except for those obligations that have been  
10 waived or excused.

11 28. Defendants have failed and refused to provide Plaintiffs with the certificates  
12 required by Sections 14.1.1 and 14.3.1 of the Stadium Management Agreement.

13 29. An actual controversy exists between Plaintiffs and Defendants in that Plaintiffs  
14 contend that Defendants are contractually obligated to deliver the certificates required by Section  
15 14.1.1 and 14.3.1 of the Stadium Management Agreement, whereas Defendants contend the  
16 contrary.

17 30. Plaintiffs are entitled to a declaration of the parties' rights and obligations under the  
18 Stadium Management Agreement with respect to the delivery of said certificates.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs pray:

21 1. For a judicial declaration of the parties' rights and obligations under the Stadium  
22 Management Agreement;

23 3. For an award of reasonable attorneys' fees and costs; and

24 4. For such other and further relief as the Court deems just and proper.

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1 DATED: January 6, 2017

COBLENTZ PATCH DUFFY & BASS LLP

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4 By:



Jonathan R. Bass  
Attorneys for Plaintiffs  
Forty Niners Stadium Management Company LLC,  
and Forty Niners SC Stadium Company, LLC

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